

IN THE CITY OF META, MISSOURI

BILL NO. 2020-06

ORDINANCE NO. 556

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT/AGREEMENT WITH JEFFERSON ASPHALT TO REPAVE CITY
STREETS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF META,
MISSOURI, AS FOLLOWS:

- Section 1. The Board of Aldermen for the City of Meta, Missouri, hereby authorizes Mayor Harold Libbert to enter into a contract/agreement between the City and Jefferson Asphalt to repave city streets, per attached **Exhibit A** for the amount of eight-five thousand four hundred sixty-seven dollars and thirty-two cents (\$85,467.32) payable in two (2) installments: \$70,000.00 upon completion of the work and the remaining \$15,467.32 by July 10, 2020.
- Section 2. The contract/agreement shall be in substantially the form and upon the terms as the attached **Exhibit B**.
- Section 3. This ordinance shall be in full force and effect upon final passage and approval.

FIRST READING HELD THIS 12th DAY OF APRIL, 2020.

SECOND READING HELD THIS 12th DAY OF APRIL, 2020.

ALDERMEN

AYE

NAY

Lawrence Hoffman

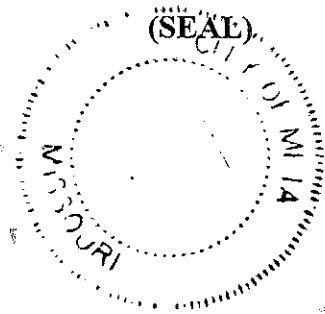
Steven Sherrell

Ivie Helton

Otto Wankum

Mayor Harold Libbert (in case of a tie vote)

✓
✓
✓
✓



ATTEST:

Harold Libbert

Harold Libbert, Mayor

Deidra Buechter

Deidra Buechter, City Clerk

Exhibit A



2019 Overlay

Meta, MO

Legend

Pavement

Google Earth

© 2018 Google

N

1000 ft

AGREEMENT
BETWEEN
CITY OF META AND Jefferson Asphalt
CITY OF META
101 S LOCUST STREET
META, MO 65058
573-229-4439
CITYOFMETAMO@OUTLOOK.COM

Name:

Jefferson Asphalt

Address:

PO Box 104868 117 Commerce Dr.
Jefferson City, MO 65110

Phone:

573.636.7121

Fax/E-Mail:

573.636.7538

THIS AGREEMENT, made and entered into this 14th day of April, 2020, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the most responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Meta Street Resurfacing 2020.

The City and Contractor agree to the following:

- 1) **Manner and Time for Completion:** The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by November 1, 2020 from today's date.
- 2) **Prevailing Wages:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day,

or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

- 3) **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Meta, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Meta against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract City of Meta. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Meta. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents. The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Meta, PO Box 65, Meta, MO 65058. Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)
- a) Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Meta through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- 4) **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Meta.
- 5) **Legislative or Judicial Changes:** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or

judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

6) **Projects:** By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:

- a) Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- b) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- c) Does not have a proposed debarment or suspension pending.
- d) Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
- e) If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.
- f) This includes all subcontractors, material suppliers and vendors.

7) **Contractor's responsibility for subcontractors:** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

8) **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the

Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 9) **Liquidated Damages:** Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract (weather permitting), or within such extra time as may be allowed or Contractor shall be liable to the City in the amount of \$500.00 per day for each and every calendar day that exceeds 3 calendar days for between milling and paving operations, \$2,500 per day if November 1, 2020 deadline is not met the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.
- 10) **Termination:** The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.
- 11) **City's Right to Proceed:** In the event this contract is terminated pursuant to Paragraph 10, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing

provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

12) Termination for Convenience of City: The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

13) Guards and Lights: The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

14) Liability and Indemnity:

- a) In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b) The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- c) The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- d) The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

Exhibit B

- e) The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- f) Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.
- g) The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

15) **Payment:** for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

16) **Payment:** The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in 2 payment(s) in the sum of \$ 85,467.32, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

1st check
will be
\$70,000.

2nd Check
will be \$15,467.32
around July 1

17) **Contract Documents:** The contract documents shall consist of the following:

- a) This Contract
- b) All Change Orders
- c) Bid Plans and Specifications

18) **Work To Be Completed:** All work must be completed according to the Bid Plans and Specifications sheets emailed to the contractor and attached to this contract.

19) **Notice to Contractors:** This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Eighty-five thousand four hundred Sixty-seven dollars and thirty-two cents.

Exhibit B

(\$ 85,467.32), said amount being subject to any approved addenda or change order.

20) **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

21) **Assignment**. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

22) **Nondiscrimination**. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R., if applicable.

- a) This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- b) This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

- 23) Nonresident/Foreign Contractors:** The Contractor shall procure and maintain during the life of this contract:
- a) If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.
 - b) A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- 24) Notices:** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class certified mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX or E-Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
- 25) Records and Audits:** The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.
- 26) Authorized Employees:** Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.
- 27) Interest of Contractor and Employees:** The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- 28) Interest of Members of a City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal

financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

- 29) **Interest of Other Local Public Officials:** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.
- 30) **Affidavit for Contracts Over \$5,000.00:** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
- 31) **City Benefits:** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
- 32) **Occupational License:** The Contractor shall obtain and maintain an occupational license with the City of Meta, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
- 33) **Safety Training:** Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500, plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.
- 34) **Compliance with Laws:** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

Exhibit B

- 35) **Entire Agreement:** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
- 36) **Remedies:** Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the City and Contractor arising out of or related to this agreement or the breach thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the City is located.
- 37) **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Osage County, Missouri.



Jefferson Asphalt

Lewitt Mathes

Contractor

Harold L. Libbert

Harold Libbert, Mayor

Attest:

Deidra Buechter

Deidra Buechter, City Clerk

2019 COST OF STREET REPAIR LIST

STREET

COST

1. West Seventh Street (Old School Bridge) to Steve Sherrell's Driveway.....	\$ 4,264.80
2. Fifth Street (east end).....	\$ 6,385.20
3. Nathan Street (by apartments).....	\$ 3,346.14
4. John Deere Lane.....	\$ 3,528.03
5. Cherry and Fourth Street.....	\$ 488.96
6. Alley by Ambulance Building.....	\$ 3,941.98
7. 306 West Sixth Street to corner of Pine Street.....	\$ 4,174.17
8. Alley behind bank.....	\$ 4,910.76
9. Sixth and Linn Street to Rose Street.....	\$ 10,534.59
10. East of City Hall-Street Circling Kevin Fowler's House.....	\$ 23,162.50
11. Alley Behind Firehouse.....	\$ 7,585.64
12. West Third Street in front of Old MFA.....	\$ 12,746.40
13. Route B and Pine Street (Infront of Linda Platt's House).....	\$ 397.95

Mill down starting and ending areas.

Rake ends down (bumps) where new and old pavement meet.

Rake edges at all driveways (aprons).

Asphalt Depth: 2"

Bids to be submitted by: March 9, 2020

Bids will be presented at the March 11, 2020 Board Mtg.

- - Exhibit B - -

2020 META, MISSOURI BID SPECIFICATIONS FOR STREET REPAIR LIST

- Mill down starting and ending areas.
- Rake ends down (bumps) where new and old pavement meet.
- Rake edges at all driveways (aprons).
- Asphalt Depth 2".
- ALL OF ANNUAL WAGE ORDER NO. 26 MUST BE FOLLOWED IF THE JOB IS OVER \$75,000.00

1. West Seventh Street (Old School Bridge) to Steve Sherrell's Driveway
2. Fifth Street (east end)
3. Nathan Street (by apartments)
4. John Deere Lane
5. Cherry and Fourth Street (tip at the end)
6. Alley by Ambulance Building
7. 306 West Sixth Street (Mary Jane Reinkemeyer's house) to corner of Pine St.
8. Alley behind bank
9. Sixth and Linn Street to Rose Street
10. East of City Hall-Street Circling Kevin Fowler's House
11. Alley Behind Firehouse
12. West Third Street In front of Old MFA
13. Route B and Pine Street (Infront of Linda Platt's House)



JEFFERSON ASPHALT

P.O. Box 104868
117 Commerce Drive
Jefferson City, MO 65110-4868
Phone: (573) 636-7121
Fax: (573) 636-7538

To: City Of Meta		Contact:				
Address: P.O. BOX 65		Phone: (573) 229-4439				
Meta, MO 65058		Fax:				
Project Name: City Of Meta - 2020		Bid Number:				
Project Location:		Bid Date: 3/9/2020				
Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	310003	West Seventh Street (Old School Bridge) To Steve Sherrell's Driveway	40.00	TON	\$106.62	\$4,264.80
2	310003	Fifth Street (east End)				
3	310003	Nathan Street (by Apartments)	60.00	TON	\$106.42	\$6,385.20
4	310003	John Deere Lane	31.00	TON	\$107.94	\$3,346.14
5	310003	Cherry And Fourth Street (tip At The End)	33.00	TON	\$106.91	\$3,528.03
6	310003	Alley By Ambulance Building	4.00	TON	\$122.24	\$488.96
7	310003	306 West Sixth Street (Mary Jane Reinkemeyer's House) To Corner Of Pine St.	37.00	TON	\$106.54	\$3,941.98
8	310003	Alley Behind Bank	39.00	TON	\$107.03	\$4,174.17
9	310003	Sixth And Linn Street To Rose Street	46.00	TON	\$106.76	\$4,910.96
10	310003	East Of City Hall - Street Circling Kevin Fowler's House	99.00	TON	\$106.41	\$10,534.59
11	310003	Alley Behind Firehouse	218.00	TON	\$106.25	\$23,162.50
12	310003	West Third Street In Front Of Old MFA	71.00	TON	\$106.84	\$7,585.64
13	310003	Route B And Pine Street (In Front Of Linda Platt's House)	120.00	TON	\$106.22	\$12,746.40
			3.00	TON	\$132.65	\$397.95

Total Bid Price: \$85,467.32

Notes:

- Pricing includes costs to mill where necessary for a smooth transition, clean areas and tack with SS-1, then lay 2" of BP-1 asphalt.
- Pricing assumes that subgrade conditions are suitable for milling and paving operations. In the event that unforeseen subgrade issues are encountered, any remediation would be at an additional cost.
- Pricing has Prevailing Wage included. If all streets are not included for this years paving work and the price drops to below \$75,000, we will need to revise pricing to remove the prevailing wage rates.

Payment Terms:

Actual quantities for billing purposes for unit price contracts are to be determined by field measurements upon completion of project. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Payment to be made in full within 30 days of invoice date. A charge of 1 1/2% will be added to the unpaid balance until paid in full.

Any alteration or deviation from above specifications will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmens' Compensation and Public Liability Insurance on above work is carried by the Company.

NOTE: This proposal may be withdrawn if not accepted within 30 days.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. The Company does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations. Heavy equipment and fully loaded trucks will be used to complete the paving project. The Company does not assume responsibility for any structural damage done to any existing pavement as a result of the weight of the trucks and equipment used to complete the

Exhibit B



P.O. Box 104868
117 Commerce Drive
Jefferson City, MO 65110-4868
Phone: (573) 636-7121
Fax: (573) 636-7538

To:	City Of Meta	Contact:	
Address:	P.O. BOX 65	Phone:	(573) 229-4439
	Meta, MO 65058	Fax:	
Project Name:	City Of Meta - 2020	Bid Number:	
Project Location:		Bid Date:	3/9/2020

project.

CONSENT OF OWNER: CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF HE IS NOT PAID.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>City of Meta, Harold Libbert, Mayor</u> Signature: <u>Harold P. Libbert</u> Date of Acceptance: <u>03-11-2020</u>	CONFIRMED: JEFFERSON ASPHALT COMPANY Authorized Signature: <u>Quentin Matheis</u> Estimator: <u>Quentin Matheis</u> 573-418-9997 qmatheis@jeffersonasphalt.com
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Exhibit B

